

Jeanne Wong (ORKTS)

From: Derek Fong <DerekFong@erb.org> on behalf of Research ERB <RD@erb.org>
Sent: Thursday, November 10, 2022 9:54 AM
Subject: Invitation for Proposals by the Employees Retraining Board [Study on Smart Baby Care Scheme (2022-23)]
Attachments: Assignment Brief (SBC 2022-23).pdf; Appendix 1-6 (SBC 2022-23).doc

Dear Sir / Madam

Invitation for Proposals on "Study on Smart Baby Care Scheme (2022-23)"

On behalf of the Employees Retraining Board (ERB), we would like to invite your company / institute to submit proposals for conducting the captioned study. An assignment brief setting our requirements and relevant documents are attached for your reference.

We should be grateful if you could submit the following documents in TWO separate sealed envelopes **by 3:00 p.m. on 22 November 2022 (Tuesday)**. Late submission will NOT be accepted.

Envelope 1

- (1) Service Proposal (based on the format given in Appendix 2);
- (2) Technical Proposal (3 hard copies, with the bidder's own format);
- (3) Consent to Disclosure (based on the format given in Appendix 4); and
- (4) Confirmation Letter for Compliance with Anti-Collusion Clauses in Tender (based on the format given in Appendix 5).

Envelope 2

- Fee Proposal (based on the format given in Appendix 3)

Proposal not including the above five documents will NOT be considered.

Should you have any questions or require further information, please feel free to contact Ms. Sindy TSOI by email at rd@erb.org.

Research & Development Section
Employees Retraining Board

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STUDY ON SMART BABY CARE SCHEME (2022-23)

ASSIGNMENT BRIEF

PURPOSE

The Employees Retraining Board (hereafter “ERB”) would like to appoint a well qualified research service provider to conduct a research study (hereafter “the Study”) to gauge the effectiveness and service quality of Smart Baby Care Scheme.

BACKGROUND

2. The ERB was established in 1992 under the Employees Retraining Ordinance. In accordance with the decision of the Chief Executive-in-Council, the service targets of the ERB have been expanded since 1 December 2007 to cover all eligible employees aged 15 or above with educational attainment at sub-degree level or below.
3. In view of the high-potential market of post-natal care service in Hong Kong, the ERB launched the course for training post-natal care helpers in 2005. To keep abreast of market developments and help graduates sustain in employment, the ERB introduced the Smart Baby Care scheme in June 2013. Under the scheme, the Smart Baby Care office provides centralised referral services for post-natal care and infant and child care services for graduates as well as household employers.
4. The ERB plans to launch a study to obtain a whole picture of the effectiveness and service quality of the Smart Baby Care Scheme.

RESEARCH OBJECTIVES

5. The ERB intends to appoint a research service provider to conduct the Study in 2022-23 which will:
 - (a) Obtain feedback of registered employers and helpers on the services provided under Smart Baby Care Scheme;
 - (b) Evaluate the general service quality of the Smart Baby Care office; and
 - (c) Collect latest information on the employment conditions of registered helpers and service needs of registered employers.

SCOPE OF STUDY

6. The scope of the Study comprises the following parts:
 - (a) A quantitative study among registered employers; and
 - (b) A quantitative study among registered helpers.

RESEARCH METHODOLOGY

7. **Quantitative Study among Registered Employers**

- (a) Target respondents

The target respondents are those employers who registered vacancy for the recruitment of helper through the Smart Baby Care online system / App between October 2021 and September 2022.

- (b) Data collection method

Telephone interviewing will be employed as the data collection method.

- (c) Sampling frame

A database of target respondents will be provided by the ERB prior to commencement of fieldwork.

(d) Sampling method and sample size

Random sampling will be employed. A total of N=400 successful interviews are to be conducted.

(e) Questionnaire

Questionnaire will be provided by the ERB prior to commencement of fieldwork. It is roughly estimated that the average interviewing time for a successful interview will last around 10 minutes.

8. **Quantitative Study among Registered Helpers**

(a) Target respondents

The target respondents are those helpers who found job through the Smart Baby Care Scheme between October 2021 and September 2022.

(b) Data collection method

Telephone interviewing will be employed as the data collection method.

(c) Sampling frame

A database of target respondents will be provided by the ERB prior to commencement of fieldwork.

(d) Sampling method and sample size

Random sampling will be employed. A total of N=400 successful interviews are to be conducted.

(e) Questionnaire

Questionnaire will be provided by the ERB prior to commencement of fieldwork. It is roughly estimated that the average interviewing time for a successful interview will last around 10 minutes.

SERVICE REQUIREMENTS

9. The research service provider appointed (hereafter “Contractor”) is required to provide full service of conducting the Study including project management, fieldwork execution, data processing, quality control, data analysis and delivery of the required output. Outsourcing arrangement of any part of the service is not acceptable.

10. The mandatory requirements of the Study are set out below:

(a) Recruitment and training of interviewers

The Contractor is responsible for recruiting interviewers for the Study. Sufficient number of interviewers should be deployed for the Study so as to ensure that the fieldwork can be completed as scheduled. Besides, the Contractor should establish and implement measures to ensure interviewers are equipped with good interviewing technique and in good interviewing manners.

Training of interviewers is to be provided by the Contractor prior to commencement of the Study. The Contractor should conduct briefing session(s) to interviewers prior to commencement of fieldwork in order to introduce the Study and go through the questionnaires in detail. Staff of the ERB will attend the briefing and de-briefing sessions organised by the Contractor. All training manuals / briefing manuals / interviewer guides are to be developed by the Contractor.

(b) Pilot test

A pilot test should be conducted with at least 5 successful interviews by each interviewer for each part of the Study. Those successful cases conducted in pilot test would not be counted into the target sample size of the Study.

De-briefing session(s) should be conducted after the pilot test. The Contractor should inform the ERB of the pilot test results (including interviewing performance of each interviewer) and make recommendations, if any, and necessary amendments as required to improve the operation and questionnaire design.

(c) Fieldwork execution

Computer-Assisted Telephone Interview (i.e. CATI) is to be used to collect the required data.

Fieldwork should not be undertaken after ten o'clock at night throughout the entire contract period.

(d) Logistics and planning

Logistics and planning for the fieldwork of the Study are the responsibilities of the Contractor. They include items such as printing, mailing / faxing of notification letters to the target respondents, if necessary, and setting up of a telephone enquiry hotline. All the associated costs including the costs of stationery, printing, postage, etc. should be borne by the Contractor.

(e) Response rate

The Contractor should ensure that the target response rates of at least 50% and 60% among registered employers and helpers respectively, and the results are not biased by non-contact and non-response cases. The number of contacts to be provided to the Contractor will be based on the number of successful interviews required and the response rate proposed by the Contractor. The Contractor could request for replacement of contacts for the ineffective phone numbers.

Calculation of Response Rate

$$\text{Response Rate} = \frac{\text{No. of Successful Interviews}}{\text{No. of Successful Interviews} + \text{Effective Phone No.}}$$

where Effective Phone No. includes:

- Appointment (預約再訪);
- Busy (暫時沒空);
- Respondent is not at home / not around;
- Halfway drop-out; and
- Reject interview.

Ineffective Phone No., if any, includes invalid phone no. (wrong phone no. / dead tone / fax no. / pager no.), no answer (call was not answered in 4 attempts) and no such person.

All the invalid cases (e.g. incomplete cases, refused cases, etc) should be properly recorded and sample checked by senior interviewers, fieldwork supervisors and / or quality control checkers.

The Contractor should adopt appropriate measures to boost up the response rate and to minimise bias arising from non-contact and non-response. These will include, but not limited to, contacting the target respondents for not less than 4 times on different days (i.e. composition of weekday and weekend) and at different time of the day (i.e. composition of day time and night time).

(f) Fieldwork progress reports

After commencing fieldwork, weekly fieldwork progress reports including the contact results are to be prepared by the Contractor and submitted to the ERB during the fieldwork period. The fieldwork progress report should include, but not limited to, the progress summary and other information as requested by the ERB.

(g) Quality control measures

The Contractor should establish and implement quality control measures at various stages of the Study to ensure a satisfactory standard of performance throughout the duration of the Study. Such measures should include, but not limited to, the following:

- Deploying / setting up an independent team to undertake quality control measures;
- Carrying out independent quality check of at least 15% of the cases completed by each interviewer through a mix of telephone back-check and listening back to the audio records for each part of the Study. For suspected interviewers, additional quantity of completed cases should be checked;
- Using real-time monitoring system with a bugging system for multi-audiences to listen to the interviews and screen showing the answers that interviewers punch in to the CATI system during interviews simultaneously to keep track of the conduct of interviews by fieldwork supervisors and / or quality control checkers; and
- Audio-recording all successful interviews for the purpose of quality checks.

Staff of the ERB will conduct field visits to observe and listen to the conduct of interviews real-time. As for the completed cases, the ERB may specify the questionnaires should be sample checked by the Contractor and request to extract particular audio-recorded cases for quality checking. The Contractor is expected to provide the particular audio-recorded cases in batches during the fieldwork period as requested by the ERB.

(h) Data processing

Editing, validation rules and coding manuals / code lists (for open-ended questions) are

to be prepared by the Contractor.

Tabulation plan(s) detailing the statistical tables to be produced from the Study results is / are to be prepared by the Contractor. All tabulations should be provided to the ERB before preparation of the written report.

(i) Data analysis

The Contractor is responsible for the analysis of findings from the Study, including the compilation and presentation of findings as well as application of weighting for adjusting the sample proportion, statistical significance testing, and other techniques and analysis models being employed.

STUDY REPORT AND DATA FILE

11. The mandatory requirements of the report and data files are set out below:

(a) Written report is to be prepared by the Contractor.

Report in Chinese with executive summary, detailed findings, conclusion and recommendations, supplemented by data files, data tabulations shall be produced taking into consideration the comments of the ERB. Comparison of Study findings to previous year(s) should be included in the report. The report should also contain any appendices, references and relevant working papers to support the findings, conclusion and recommendations.

(b) Cleaned data files are to be prepared by the Contractor and submitted to the ERB. The data files should be in the SPSS format with respondents' information, weighting factors, variable labels and values well-defined and in Microsoft Excel format with respondents' information, weighting factors, variable labels, values and code lists well-defined in separate documents.

(c) A verbal presentation of the Study findings is to be made to the ERB. The presentation is expected to last about 1 hour, supplemented with presentation slides as appropriate.

CONTRACTOR'S OFFICE, STAFFING AND PROJECT SCHEDULE

12. The mandatory requirements regarding the Contractor's office, staffing and project schedule are set out below:

- (a) The Contractor shall not, without the written consent of the ERB, assign or otherwise transfer this Study or any part thereof to any other party. The Contractor shall maintain an office in Hong Kong for conducting the Study (including fieldwork execution and data processing) during the entire contract period, under the direction of the Project Manager who shall assume full responsibility for the Study.
- (b) The Project Manager should have at least 15 years of experience in conducting research projects. He / she should organise a project team comprising at least 2 Researchers, 1 Fieldwork Manager, 1 Data Processing Manager and sufficient number of fieldwork supervisors, interviewers and quality control checkers. No change in professional staff of the project team shall be made without written approval from the ERB.
- (c) The Study would be confirmed by 30 November 2022 (Wednesday). The Contractor is required to complete the Study by following the project schedule provided by the ERB at Appendix 1.

DELIVERABLES

- 13. Deliverables to be prepared by the Contractor and submitted to the ERB include:
 - (a) Weekly fieldwork progress reports (including the contact results) (soft copy);
 - (b) Audio files for quality checking (in mp3 format);
 - (c) Cleaned data files;
 - (d) Tabulation plans, cross-tabulations and charts (soft copy);
 - (e) Written report in Chinese (soft copy and 2 hard copies);
 - (f) Verbal presentation of the Study findings to the ERB; and
 - (g) Presentation slides (soft copy).

CONTROL OF STUDY

- 14. The ERB will closely monitor the tasks related to the Study. The Project Manager will have to liaise with the ERB throughout the Study, report progress and meet with the ERB staff as and when necessary.

SUBMISSION OF PROPOSALS

- 15. Interested research service provider (hereafter “bidder”) is required to submit their proposals in **TWO SEPARATE SEALED ENVELOPES** with the following information to the ERB for consideration:

ENVELOPE 1

Mark “Private & Confidential - Technical Proposal for Study on Smart Baby Care Scheme (2022-23) [The bidder’s name]” and include:

- Completed and duly signed Appendix 2 – Service Proposal
- Completed and duly signed Appendix 4 – Consent to Disclosure
- Completed and duly signed Appendix 5 – Confirmation Letter for Compliance with Anti-Collusion Clauses in Tender
- Technical Proposal (3 hard copies, with the bidder’s own format)

ENVELOPE 2

Mark “Private & Confidential - Fee Proposal for Study on the Smart Baby Care Scheme (2022-23) [The bidder’s name]” and include:

- Completed and duly signed Appendix 3 – Fee Proposal

16. **The project cost for the Study must be stated in the “Fee Proposal” ONLY. Failure to do so will result in disqualification from further evaluation.**

17. Service Proposal should reflect whether the bidder will comply with the mandatory requirements as set out in the Section of “Service Requirements”. **Technical proposals will be evaluated only when the bidder agrees to fulfil all the mandatory requirements when conducting the Study.**

18. The bidder should provide the elaboration with respect to the methodology and service requirements set out in this document. In particular, consideration, suggestions and / or information of the following areas should be shown in the Technical Proposal:

(a) Research Design / Methodology:

- Proposed areas of investigation to achieve the research objectives;
- Sample design with sample size of sub-groups of respondents, feasible sampling method, sample representation and response rate; and
- Background information relevant to the research topic.

(b) Research / Fieldwork Capability:

- Project setup and detailed project schedule for the whole research process;
- Manpower arrangement, such as total number of man shifts to be employed and ratio of fieldwork supervisors to interviewers per shift;
- Foreseen problems during fieldwork execution and provision of solutions;
- Proposed analysis model and / or technique to be applied for data processing and analysis;
- Quality control measures for fieldwork; and

➤ Quality control measures for data processing.

(c) Relevance of Past Study:

➤ Relevant experience on the ERB projects, projects related to the research topic and social research in the past 5 years.

19. **The bidder has to provide information on all the areas in para. 18 (a)-(c) above (mandatory information). Failure to do so will result in the Technical Proposal being disqualified from further evaluation.**

20. The cost quoted in the Fee Proposal should reflect, and inclusive of, all the costs and expenses incurred in relation to or as a result of delivering the services described in the Section of “Service Requirements”.

21. The Fee Proposal should also state the cost for each successful interview of registered employers and helpers respectively, where the notional total project cost should be equal to the sum product of the number of successful interviews and the unit cost. The actual total project cost will therefore be the sum product of the respective unit cost stated in the Fee Proposal and the actual number of successful interviews conducted among registered employers and helpers during the contract period (with a maximum of N=400 and N=400 samples respectively).

22. The lowest fee bid may not necessarily be accepted as the successful bid. The ERB reserves the right to appoint more than one research service provider or not to appoint any research service provider to undertake the Study. The ERB is not responsible for any costs incurred by the research service provider in the preparation of the proposals and the bidding process.

23. The bidder should submit the proposals in **TWO separate sealed envelopes** to Manager (Human Resources and Administration) of the ERB, and deposit the proposals in the **Tender Box** of the ERB during the office hours (from 9:00 a.m. to 6:00 p.m.), at 3/F to 6/F, 10 Siu Sai Wan Road, Chai Wan, Hong Kong.

24. **The ERB will not be held responsible for any loss or delay of proposals sent in by post. Irrespective of the means of submission, the proposals should reach the prescribed location by 3:00 p.m. on 22 November 2022 (Tuesday). Late submissions will not be accepted.**

EVALUATION CRITERIA

25. The ERB will first evaluate the Service Proposal of the bidders. Bidders with their Service Proposal complying with all mandatory requirements will be further evaluated by their Technical Proposal. For Technical Proposal having provided all the mandatory information as required in

para. 18 (a)-(c), it will be further evaluated and carries 40% of the weighting.

26. Fee Proposal will be evaluated and carries 60% of the weighting.

TERMS OF OFFER

27. The proposals will be vetted by the Executive Office of the ERB. Price is not necessarily the only determining factor in the selection of research service provider for conducting the Study. The ERB is not obliged to accept the lowest price bid, and it reserves the right to negotiate with the selected research service provider regarding the price and other terms and conditions of the offer.

28. The ERB has the discretion to engage the selected research service provider to conduct either the whole or part(s) of the Study as it sees fit.

29. Payment will be made upon completion of the Study to the satisfaction of the ERB, and upon invoice received. The ERB shall pay the Contractor in the following manner:

Instalment	% of Project Fee	Condition of Payment
1 st instalment	20%	Upon commissioning of the Study and execution of the Service Agreement issued by the ERB
2 nd instalment	20%	Upon completion of fieldwork execution – Registered employers
3 rd instalment	20%	Upon completion of fieldwork execution – Registered helpers
4 th instalment	Remaining balance of the project fee	Upon completion of the Study by the Contractor to the reasonable satisfaction of the ERB and delivery of all deliverables up to the standard and requirements of the ERB

30. Time is of the essence. The Contractor should engage and deploy sufficient manpower to conduct the Study. Low response rate is not an acceptable reason for delay. In case of delay, the ERB may impose a fine on the Contractor at a rate of 2% of the total service fee for the Study for each day of delay.

31. The ERB reserves the right to require the Contractor to take necessary follow-up actions until the deliverables are up to the standard acceptable to the ERB. Performance of the service provider including, but not limited to, accessibility of project team, turnaround time for the ERB's inquiry, accuracy of deliverables, etc. will affect the chance of the service provider being invited for tendering and quotation for ERB's surveys, studies and projects in future.

32. The ERB shall have the right to disclose to any relevant person / party, whenever it considers necessary in the public interest, and in such form and manner as it deems fit, the fees payable by the ERB for engaging the service provider. For this purpose, bidder is required to complete the “Consent to Disclosure” form attached at Appendix 4 and enclose it in the Technical Proposal.

ANTI-COLLUSION

33. The bidder shall not communicate to any person other than the ERB the amount of any tender, adjust the amount of any tender by arrangement with any other person, make any arrangement with any other person about whether or not he or that other person should or should not tender or otherwise collude with any other person in any manner whatsoever in the tendering process until the bidder is notified by the ERB of the outcome of the tender exercise. Any breach of or non-compliance with this sub-clause by the bidder shall, without affecting the bidder’s liability for such breach of rules and laws or non-compliance, invalidate his tender.

34. Sub-clause (para. 33) of this Clause shall have no application to the bidder’s communications in strict confidence with his own insurers or brokers to obtain an insurance quotation for computation of tender price and communications in strict confidence with his consultants / sub-contractors to solicit their assistance in preparation of tender submission.

35. The bidder is required to submit to the ERB a duly signed letter in the form set out in Appendix 5 to the effect that he understands and will abide by these clauses. The letter shall be signed by a person authorised to sign the contract on the bidder’s behalf.

CONDITIONS OF CONTRACT

36. “Conditions of Contract” for the Study are stipulated at Appendix 6. The Contractor who is awarded the Study will be bound by the prescribed contract conditions. Bidders are advised to observe the respective conditions before submitting their proposals. Proposals not following the prescribed contract conditions would not be considered.

ENQUIRIES

37. For enquiries regarding this document, please contact Ms. Sindy TSOI, Executive (Research & Development) of the ERB at rd@erb.org.

Employees Retraining Board

November 2022

PROJECT SCHEDULE

STUDY ON SMART BABY CARE SCHEME (2022-23)

The Study would be confirmed by 30 November 2022 (Wednesday). The Contractor is required to complete the Study by following the project schedule as stated below:

Part of the Study*	Fieldwork Starting Date	Fieldwork Ending Date	Submission Date of Cleaned Data File	Submission Date of Tabulation	Submission Date of Written Report	Verbal Presentation
Registered employers	12 December 2022	19 January 2023	10 February 2023	21 February 2023	28 March 2023	To be confirmed
Registered helpers	16 January 2023	22 February 2023	08 March 2023	17 March 2023		

* For the purpose of quality checks, particular audio-recorded cases should be provided in batches during the study period.

SERVICE PROPOSAL

(To be completed by Bidder)

STUDY ON SMART BABY CARE SCHEME (2022-23)**SERVICE REQUIREMENT**

The Contractor is required to provide full service of conducting the Study including project management, fieldwork execution, data processing, quality control, data analysis and delivery of the required output. Outsourcing arrangement of any part of the service is not acceptable.

Please indicate (by putting “✓”) whether you will conduct the Study according to the requirements set out in the Assignment Brief:

Mandatory Requirement	Reference*	Yes	No
● Recruitment and training of interviewers	10(a)		
● Pilot test	10(b)		
● Fieldwork execution - CATI system	10(c)		
● Fieldwork execution - Should not be undertaken after 10:00 p.m.	10(c)		
● Logistics and planning	10(d)		
● Response rate - At least 50% and 60% among registered employers and helpers respectively	10(e)		
● Response rate - At least 4 times of contacting target respondents on different days and at different time of the day for non-contact cases	10(e)		
● Fieldwork progress reports (weekly)	10(f)		
● Quality control measures - Independent quality control team	10(g)		
● Quality control measures - At least 15% of the cases completed by each interviewer should be checked through a mix of telephone back-check and listening back to the audio records for each part of the Study	10(g)		
● Quality control measures - Real-time monitoring with a bugging system for multi-audiences to listen to the conduct of interview simultaneously	10(g)		
● Quality control measures - Real-time monitoring system to show the answers that interviewers punch in to the CATI system during interviews	10(g)		
● Quality control measures - Audio-recording of all successful interviews	10(g)		
● Quality control measures - Provide audio-recorded cases in batches during the fieldwork period	10(g)		
● Data processing	10(h)		

* Please refer to the corresponding paragraphs in the Assignment Brief for the details of mandatory requirements

Appendix 2

Mandatory Requirement	Reference*	Yes	No
• Data analysis	10(i)		
Study Report and Data File			
• Written report in Chinese	11(a)		
• Comparison of findings with previous year(s)	11(a)		
• Data files in SPSS format	11(b)		
• Data files in Microsoft Excel format	11(b)		
• Verbal presentation	11(c)		
Office, Staffing, Project Schedule and Deliverables			
• Office in Hong Kong (including fieldwork execution and data processing)	12(a)		
• Project Manager x 1 - At least 15 years of experience in conducting research projects	12(b)		
• Researchers x 2	12(b)		
• Fieldwork Manager x 1	12(b)		
• Data Processing Manager x 1	12(b)		
• Project schedule provided by the ERB	12(c)		
• Deliverables	13(a)-(g)		

* Please refer to the corresponding paragraphs in the Assignment Brief for the details of mandatory requirements

Consultant / Company / Organisation:

Name of Consultant / Company / Organisation : _____

Name and Signature of Authorised Person : _____
 [Name in BLOCK LETTERS and, where applicable, company chop]

Date : _____

Contact Person of the Consultant / Company / Organisation:

Name : _____

Title : _____

Email Address : _____

Telephone No. : _____

Fax No. : _____

Address : _____

FEE PROPOSAL

(To be completed by Bidder)

STUDY ON SMART BABY CARE SCHEME (2022-23)

Please quote the fee for conducting the Study according to the requirements set out in the Assignment Brief.

<u>Registered Employers:</u>				
HK\$ _____ [unit cost for Registered Employers]	x	400 cases [maximum]	=	HK\$ _____ [maximum project cost for Registered Employers]
+				
<u>Registered Helpers:</u>				
HK\$ _____ [unit cost for Registered Helpers]	x	400 cases [maximum]	=	HK\$ _____ [maximum project cost for Registered Helpers]



TOTAL PROJECT COST[#] HK\$ _____. [maximum total project cost]
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The actual total project cost will be the sum product of the respective unit cost stated above and the actual total number of successful interviews conducted among registered employers and helpers during the contract period (with a maximum of N=400 and N=400 samples respectively).

Consultant / Company / Organisation:

Name of Consultant / Company / Organisation : _____

Name and Signature of Authorised Person : _____
[Name in BLOCK LETTERS and, where applicable, company chop]

Date : _____

CONSENT TO DISCLOSURE

To: The Employees Retraining Board

STUDY ON SMART BABY CARE SCHEME (2022-23)

We, _____, hereby
[Name of the Bidder in BLOCK LETTERS]

irrevocably authorise, consent and agree that if the Employees Retraining Board (hereafter “ERB”) agrees to engage us to carry out the captioned Study, the ERB may, whenever it considers necessary in the public interest, and without any further reference to us, disclose to any relevant person in such form and manner as the ERB deems fit the fees payable by the ERB for engaging us.

We hereby waive and forego our right, if any, to make any claims against the ERB for any loss, damages, costs, charges, liabilities, demands, proceedings and actions that may arise out of or in consequence of such disclosure by the ERB.

Dated this _____ day of November 2022

* SEALED with the Common Seal of _____)

_____)

_____)

[Name of the Bidder in BLOCK LETTERS]

*affix common
seal of the
Bidder*

and _____)

SIGNED by _____)

_____)

_____)

[Name(s) of the signator(ies)],

the director(s) of the Bidder in the presence of:- _____)

Signature of Witness: _____

Name of Witness: _____

* To be adopted if the Bidder is a limited company.

To: The Employees Retraining Board

Dear Sir/Madam,

STUDY ON SMART BABY CARE SCHEME (2022-23)

**CONFIRMATION LETTER FOR COMPLIANCE WITH
ANTI-COLLUSION CLAUSES IN TENDER**

We, _____ of
[Name of the Bidder in BLOCK LETTERS]¹

[Address of the Bidder]¹

_____ refer to our tender for the above Contract.

We confirm that before we sign this confirmation letter, we have been explained on and fully understood the anti-collusion clauses in the tender.

We confirm that as at the time of submission of this letter and other than the Excepted Communications referred to in the last paragraph of this letter we had not communicated to any person other than the Employees Retraining Board (hereafter “ERB”) the amount of any tender, adjusted the amount of any tender by arrangement with any other person, made any arrangement with any other person about whether or not we or that other person should tender or otherwise colluded with any other person in any manner whatsoever and undertake that at any time thereafter in the tendering process for the above Contract until the bidder is notified by the ERB of the outcome of the tender exercise and other than the Excepted Communications referred to in the last paragraph of this letter we will not communicate to any person other than the ERB the amount of any tender, adjust the amount of any tender by arrangement with any other person, make any arrangement with any other person about whether or not we or that other person should tender or otherwise collude with any other person in any manner whatsoever.

In this letter, the expression “Excepted Communications” means our communications in strict confidence with our own insurers or brokers to obtain an insurance quotation for computation of tender price and communications in strict confidence with our consultants or sub-contractors to solicit their assistance in preparation of tender submission.

[Signed for and on behalf of the Bidder]²

- 1. Where the bidder comprises two or more persons or companies acting in partnership, joint venture or otherwise, this part in square brackets should be expanded to include the respective names and addresses of such persons or as the case may be companies.*
- 2. Where the bidder comprises two or more persons or companies acting in partnership, joint venture or otherwise, all such persons or as the case may be companies must sign. The signatory for each of such persons or companies shall be a person authorized to sign the contract on behalf of that person or as the case may be company.*

CONDITIONS OF CONTRACT

WORKS / SERVICES TO BE PROVIDED

The Contractor agrees to organise and deliver the works and services for the Study in the form of deliverables (“Deliverables”) set out in the “Technical Proposal”, in accordance with the ERB’s instruction and up to the ERB’s standard and requirement as set out in the Technical Proposal in consideration of the service fee to be paid by the ERB to the Contractor as stipulated herein.

TIME IS OF THE ESSENCE

Time is of the essence. The Contractor shall inform the ERB of any foreseeable delay with explanation for such delay. After consultation with the ERB, the Contractor shall revise the time schedule for the completion of the Study and seek the ERB’s approval. Any delay without the ERB’s approval will constitute material breach of the Contractor’s duty entitling the ERB to terminate the Service Agreement forthwith upon giving written notice to the Contractor.

PROJECT FEE AND COST

Unless otherwise agreed by the ERB, the project fee of quoted in the Fee Proposal shall be the total consideration payable by the ERB to the Contractor for the works and services to be delivered by the Contractor pursuant to the terms and conditions of the Service Agreement issued by the ERB.

If the Contractor fails to complete the sample size by the timeline set out in the Technical Proposal, the Contractor shall pay or allow to the ERB a liquidated and ascertained damages at the rate of 2% of the total service fee for the Study per day and the ERB may deduct the same from any monies due or to become due to the Contractor under the Service Agreement or the ERB may recover the same from the Contractor as debt.

STANDARD OF WORKS / SERVICES PROVIDED BY THE CONTRACTOR

The Contractor shall:

- (a) exercise all reasonable professional skill, care and diligence in the performance of the works / services as stipulated in the Technical Proposal.
- (b) comply promptly and diligently with all reasonable instructions from the ERB.
- (c) ensure that all deliverables (including raw data) under the Service Agreement shall meet the formatting and other requirements of the ERB. The ERB shall provide the necessary

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information to the Contractor in relation to its designated requirement and system and software configuration in the manner as stipulated in the Technical Proposal.

- (d) follow the financial policies and procedures of the ERB.
- (e) report to the ERB any errors, omissions and shortcomings of whatsoever nature of which the Contractor become aware of in the performance of the works / services and rectify the same in respect of any work done or information supplied by or on behalf of the ERB.
- (f) re-execute any defective works / services due to the default or negligence of the Contractor at no additional cost to the ERB.
- (g) indemnify the ERB against all claims, damages, losses or expenses arising out of or resulting from any default or negligence in or about the conduct of performance by the Contractor, its servants, agents, employees or contractors under the Service Agreement provided that the singular or cumulative indemnities of which shall be limited to the project fee and cost payable by the ERB for the works / services under the Service Agreement. Without prejudice to the ERB's other rights and remedies, the ERB shall have the right to withhold any outstanding payment to the Contractor to compensate for any losses or costs or expenses incurred due to the default or negligence of the Contractor.
- (h) ensure that all the Deliverables are accurate, reliable and precise free of any errors. The ERB shall have the right to terminate the Service Agreement forthwith upon giving written notice to the Contractor if the ERB is in its sole and absolute opinion considers that all or a significant part of the Deliverables are not accurate, reliable and precise.
- (i) provide employees' valid proof of COVID-19 vaccination record as required by the ERB from time to time if employees of the Contractor need to enter the ERB Head Office in Siu Sai Wan for work-related purposes.

INTELLECTUAL PROPERTY RIGHT

All deliverables and all improvements, specifications, source code, programming, raw data and other documentation that are conceived, designed, practised, prepared, acquired or developed by the Contractor either alone or together with others in the performance of its obligations, or provided by the ERB or its agents or advisers to the Contractor (collectively "Products of the Services") are and shall be the sole and exclusive properties of the ERB.

The Contractor undertakes that all Products of the Services conceived, designed, practiced, prepared, acquired or developed by the Contractor either alone or together with others in the performance of its

obligations under the Service Agreement are original and proprietary free from any third party claims or encumbrances.

All intellectual property rights associated with the Products of the Services shall vest in the ERB immediately upon their creation. The Contractor undertakes to execute all such documents and take all such steps as may from time to time be necessary or required by the ERB to secure to the ERB the said rights free from any third party claims or encumbrances.

Upon the request of the ERB or termination of the Service Agreement, the Contractor shall deliver all the Products of the Services in its possession, custody or control to the ERB.

Where the Contractor is allowed to use such Products of the Services with the agreement of the ERB, the Contractor shall only use such Products of the Services strictly for the purpose of its provision of works / services under the Service Agreement.

All designs, programme plans, methodology, database, systems software, photographs, drawings, prints, samples, patterns, dies, moulds or other tooling supplied by the ERB or prepared or obtained by the Contractor for and at the sole cost of the ERB shall be and remain the sole and exclusive property of the ERB. The Contractor shall not acquire by implication or otherwise any license in or any right or title to any such items and / or materials. The Contractor shall maintain all such items and materials in good order and condition and shall return them to the ERB in good order and condition upon termination of the Service Agreement or as and when requested by the ERB. The Contractor shall not use such items / materials nor shall it authorise or knowingly permit them to be used by anyone else for or in connection with any purpose other than the provision of works / services under the Service Agreement.

TERMINATION OF AGREEMENT

The ERB shall have the right to terminate the Service Agreement at any time by giving to the Contractor fourteen (14) days' prior written notice. In addition, the ERB shall have the right to terminate the Service Agreement at any time if the ERB is of the opinion that the engagement of the Contractor will be prejudicial to the image or goodwill of the ERB or the engagement of the Contractor will likely bring the ERB into disrepute.

The ERB shall pay the Contractor for any works / services which have been completed up to the standard and requirements of the ERB as at the effective date of termination of the Service Agreement. If the any instalment of project fee which has been received by the Contractor exceeds the estimated amount of work-in-progress of the Study as assessed by the ERB, the Contractor shall return the excess amount to the ERB within seven (7) days of termination.

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Without prejudice to its other remedies, either party shall have the right to terminate the Service Agreement immediately by giving written notice to the other party if the other party is in material breach of the Service Agreement and fails to remedy such breach within seven (7) days after receiving notice to do so.

If the Contractor is in breach and the ERB terminates the Service Agreement as above, the Contractor shall refund the fee and cost of works / services it fails to deliver in accordance with the Service Agreement.

If the ERB is in breach and the Contractor terminates the Service Agreement as above, the Contractor shall be entitled to retain the deposit of the project fee or other expenses received by the Contractor as at the date of termination.

Termination of the Service Agreement for whatever reason shall not affect the accrued rights of the parties arising out of the Service Agreement up to the date of termination including but without limitation, the right to recover damages against the other and all provisions which are expressed to survive the Service Agreement shall remain in full force and effect.

CONFIDENTIALITY

The Contractor shall at all times keep the Products of the Services and other confidential and proprietary information of the ERB confidential and shall not disclose the same without the prior written consent from the ERB.

PUBLICITY

No publicity or any attempted publicity of the Study or service by the Contractor shall be made, unless prior written consent is obtained from the ERB.

INSURANCE

The Contractor shall maintain proper and adequate insurance covering its employees, agents or contractors involved in the Study, including researchers and respondents.

DECLARATION OF INTEREST

On appointment and during the continuance of the Service Agreement, the Contractor must declare any interest if it is considered to be in real or apparent conflict with the works / services provided by the Contractor under the Service Agreement. The Contractor or its associated companies shall not undertake any works or services, which could give rise to a conflict of interest, except with the prior

written approval of the ERB.

In any event, the Contractor or its associated companies shall not undertake any works or services for a contractor in respect of a contract between that contractor and the ERB for which the Contractor is providing service to the ERB.

PROHIBITION OF SOLICITING AND ACCEPTING ADVANTAGES

The Contractor represents and warrants that the Contractor has not received any monies (or other advantage of value) from or given any monies (or other advantage of value) to the ERB or its agents or contractors and their respective directors, employees or officers in connection with the Study. The Contractor acknowledges and agrees that any breach of the above will entitle the ERB to rescind or terminate the Service Agreement and / or delist the Contractor from the suppliers' list of the ERB without prejudice to any other remedies available to the ERB.

ENTIRE AGREEMENT

The Service Agreement (including the Service Proposal, the Technical Proposal and the Fee Proposal) constitutes the whole agreement between the ERB and the Contractor in respect of the Study. All prior agreements, correspondence and expression of intent are hereby excluded and superseded by the Service Agreement.

The Contractor acknowledges that the ERB is entering into the Service Agreement in reliance upon the representations made by the Contractor in the Service Proposal, the Technical Proposal and the Fee Proposal.

GOVERNING LAW

The Service Agreement shall be subject to and construed according to the laws of the Hong Kong Special Administrative Region and the parties submit to the non-exclusive jurisdiction of the Hong Kong courts.

WAIVER

The failure of a party to insist upon strict adherence to any term of the Service Agreement on one or more occasion shall not be considered a waiver of that party's rights to future performance of such term, or deprive that party of the right thereafter to insist upon strict adherence to that term or any other term of the Service Agreement. Any waiver given shall be in writing.

ASSIGNMENT

The Contractor may not assign or subcontract the Service Agreement whether in whole or in part to any third party without the prior written consent of the ERB as the unique expertise of the Contractor is material to the Service Agreement. The Service Agreement may be assigned in whole or in part by the ERB without prior written consent of the Contractor.

SUBCONTRACTING

In the event that the Contractor subcontracts its obligations hereunder in the performance of the Service Agreement with the prior written consent from the ERB, the Contractor shall remain responsible for the performance of all subcontractors.

NO JOINT VENTURE OR PARTNERSHIP

Nothing in the Service Agreement shall create a joint venture or partnership between parties hereto. Neither party shall enter into or have authority to enter into any engagement or make any representation or warranty on behalf of or otherwise bind or oblige the other party hereto.

PRIOR OBLIGATION

The expiration or termination of the Service Agreement shall not relieve either of the parties of their prior respective obligations or impair or prejudice their respective rights against the other.

TAX

The Contractor shall be responsible for paying all taxes that the Contractor is required by law to pay as a result of any transaction or payments under the Study.

- End -